



City of Norfolk

NOTICE

Invitation for Bid (IFB) 4970-0-2016/EMP CHEMICALLY CLEAN LIME LINES FOR UTILITIES

Issued: February 24, 2016

IFB OPENING DATE AND TIME: April 5, 2016 - 2:00 p.m. Eastern Time

To All Potential Bidders:

The City of Norfolk (the "City") is seeking a responsive and responsible vendor to establish a firm, fixed-price agreement with one (1) qualified source to provide all labor, materials and equipment to furnish and all labor, materials, equipment and transportation to chemically clean existing lime lines, for Department of Utilities, Division of Water Production, Moore Bridges Water Treatment Plant on an as needed basis, in accordance with all terms, condition and specifications of this solicitation.

Site Visit: Tuesday, March 1, 2016 @ 10:00AM EST.

ACKNOWLEDGE RECEIPT OF ADDENDUM(S): #1___ #2___ #3___ #4___ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

Bidder Legal Name:	
Virginia State Corporation Commission Number:	
Bidder Contact Name:	
Bidder Contact Email Address:	
Bidder Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date:	

I HEREBY CERTIFY THAT MY BID IS IN FULL COMPLIANCE WITH THIS SOLICITATION AND ALL THE TERMS AND CONDITIONS IMPOSED HEREIN AND AGREE TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, ACCORDINGLY. AS THE UNDERSIGNED REPRESENTATIVE FOR THE BIDDER, I ALSO CERTIFY THAT I AM AN AGENT AUTHORIZED TO BIND MY COMPANY TO THIS BID AND UNDERSTAND THAT FAILURE TO SIGN THIS BID MAY RESULT IN OUR BID BEING REJECTED.

Table of Contents

SECTION I – SCOPE OF WORK.....	4
A. <i>PURPOSE:</i>	4
B. <i>SCOPE OF WORK:</i>	4
C. <i>BIDDER QUALIFICATIONS:</i>	4
SECTION II - INSTRUCTIONS TO THE BIDDER.....	5
A. <i>ISSUING OFFICE:</i>	5
B. <i>IFB SCHEDULE:</i>	5
C. <i>CONTRACT TERM:</i>	5
D. <i>CONTACT WITH CITY STAFF, REPRESENTATIVES AND/OR AGENTS:</i>	5
E. <i>BIDDERS OF RECORD:</i>	5
F. <i>QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDUM(S):</i>	6
G. <i>IFB OPENING:</i>	6
H. <i>BID SUBMITTAL REQUIREMENTS:</i>	6
I. <i>METHOD AWARD:</i>	7
J. <i>DISPOSITION OF BIDS:</i>	7
K. <i>DISCLOSURE:</i>	7
L. <i>COST INCURRED IN RESPONDING:</i>	8
M. <i>ANTI-COLLUSION:</i>	8
N. <i>ETHICS IN PUBLIC CONTRACTING:</i>	8
O. <i>NONDISCRIMINATION:</i>	8
P. <i>DEBARMENT CERTIFICATION:</i>	8
Q. <i>COMPLIANCE WITH FEDERAL IMMIGRATION LAW:</i>	8
R. <i>COMPLIANCE WITH STATE LAW-AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:</i>	8
SECTION III TERMS & CONDITIONS.....	10
SECTION IV: ATTACHMENTS.....	14
ATTACHMENT A - BID FORM	14
ATTACHMENT B: ANTI-COLLUSION STATEMENT.....	15
ATTACHMENT C: ETHICS IN PUBLIC CONTRACTING	16
ATTACHMENT D: NONDISCRIMINATION.....	19
ATTACHMENT E: DEBARMENT CERTIFICATION	20
ATTACHMENT F: COMPLIANCE WITH FEDERAL IMMIGRATION LAW	22
ATTACHMENT G: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA	24
PURCHASE ORDER TERMS AND CONDITIONS	25

SECTION I – SCOPE OF WORK

A. PURPOSE:

The City of Norfolk (the “City”) is seeking a responsive and responsible vendor to establish a firm, fixed-price agreement with one (1) qualified source to provide all labor, materials, equipment, transportation and clean-up for **Chemically Cleaning Existing Lime Lines**, for Department of Utilities, Division of Water Production, Moore Bridge Water Treatment Plant, on an as-needed basis, in accordance with all terms, condition and specifications of this solicitation.

B. SCOPE OF WORK:

1. The successful bidder shall chemically (acid) clean approximately 750 linear feet (LF) of 3” PVC pipe on the east loop and 360 LF of 3” PVC pipe on the west loop including a stainless steel injection on each loop, at the Moores Bridges Water Treatment Facility.
2. The successful bidder shall chemically clean (acid dip) any removed lines, injectors, and appurtenances as required. The Plant typically cleans both loops in January and July.
3. The successful bidder shall be responsible for the cleaning of the lines to a 100% removal of lime deposits and the proper disposal of the lime product residues off site in accordance with all federal, state, and local laws, regulations, and guidelines.
4. The successful bidder shall use Hydrochloric acid for the line cleanings. At no time will the line pressure exceed 40 PSI.
5. The successful bidder shall provide all required safety and personal protective equipment for their crews performing the work and have a full time competent supervisor on site until the cleaning is completed.
6. The successful bidder shall be responsible for providing all labor, materials, equipment, transportation, required fittings, and connections for the completion of each line cleaning.
7. The successful bidder shall furnish and provide to the Division of Water Production a “PRE” and “Post” video of the lime lines.
8. The successful bidder shall be further responsible for the cleanup and removal of all related trash, debris and excess cleaning fluid.

C. BIDDER QUALIFICATIONS:

A qualified bidder is one whose primary business is providing **Chemically Clean Lime Lines** with at least five (5) years of experience in Chemically Cleaning existing lime lines to those outlines in this solicitation.

In addition to the bid form required, the bidder shall provide with the bid submission the following:

- List three (3) companies that you have supplied with this type of services over the past five (5) years. Provide name of department, Point of Contact, Phone Number, Email address and how long have you been providing the Chemical Cleaning exiting lime lines to the department.

SECTION II - INSTRUCTIONS TO THE BIDDER

A. ISSUING OFFICE:

City of Norfolk
Office of the Purchasing Agent
Attn: Eddie M. Powell, Buyer II
232 E. Main Street, Suite 250
Norfolk, VA 23510
Telephone: (757) 664-4025
Eddie.powell@norfolk.gov

CONTRACT ADMINISTRATOR:

Department of Utilities, Division of Water Production
Norfolk, Virginia 23502

B. IFB SCHEDULE:

Event	Date
IFB Issued	Wednesday, February 24, 2016
Site Visit	Tuesday, March 1, 2016 @ 10:00AM EST.
Question 1 Deadline	Wednesday March 9, 2016 @ 5:00 PM EST.
Addendum 1 Issued	Monday, March 14, 2016
Question 2 Deadline	Thursday, March 24, 2016 @ 5:00 PM EST.
Addendum 2 Issued	Thursday, March 31, 2016
Bids Due	Tuesday, April 5, 2016@ 2:00 PM EST.
Intent to Award posted	Thursday, April 7, 2016
Contract Start	Monday, May 16, 2016

C. CONTRACT TERM:

The term of the resulting contract will be for a period of five (5) years beginning on the date of the execution of the contract.

D. CONTACT WITH CITY STAFF, REPRESENTATIVES AND/OR AGENTS:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

E. BIDDERS OF RECORD:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax

number, and the IFB Item Number. Bidder will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IFB.

F. QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDUM(S):

All questions relating to this solicitation shall be submitted via e-mail to Eddie Powell in the Office of the Purchasing Agent, at eddie.powell@norfolk.gov. For a question to be considered, the subject line of the e-mail must state the following: IFB No. 4970-0-2016/EMP Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting City staff other than the Office of the Purchasing Agent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only. Bidders are cautioned that any written, electronic, or oral representations made by any City representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

No questions will be considered if they are submitted after Wednesday, March 9, 2016 at 5:00 PM. Only questions related to the answers provided in Addendum 1 will be addressed in Addendum 2. Questions related to Addendum 1 question responses must be submitted by Thursday, March 24, 2016 at 5:00 pm to be considered for Addendum 2.

G. IFB OPENING:

Bidder shall ensure its Bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Bidder unopened. Bids shall be delivered to:

Office of the Purchasing Agent
Attn: Mr. Eddie Powell, Buyer II
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
IFB 4970-0-2016/EMP, Chemically Cleaning Lime Lines for Department of Utilities

H. BID SUBMITTAL REQUIREMENTS:

1. Bids shall be submitted to the Office of the Purchasing Agent and shall include the following documents:
 - a. The cover page of this IFB, which shall contain:
 - b. Original signature of an agent authorized to bind the company;
 - c. Requested contact information;
 - d. Acknowledgment of any Amendment(s) on page one (1);
 - e. Attachment A Bid Form;
 - f. Attachments B– G
 - g. Bidder's Qualifications Statement:

A list of at least three (3) contracts awarded within the past five (5) years, from issuance date of the IFB, for providing chemically cleaning lime lines. Provide name of department, Point of Contact, Phone Number, Email address and how long have you been providing the Fire Hydrants and supplies to the department.

2. Bidders are encouraged to submit their Bids on recycled paper and to use double-sided copying.
3. Bids shall be submitted utilizing the following requirements: Bidders shall submit bids in a sealed envelope or package, and clearly label the shipping/ mailing packaging as well as the outside of your envelope or package with the IFB number, date and time of the IFB Opening, and the Bidder's name and address. Bids received by telephone, facsimile, or any other means of electronic transfer will not be accepted.
4. Include a statement setting forth the basis for protection of all proprietary information, if any.

I. METHOD AWARD:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the **lowest bidder that is responsive and responsible** that complies with all of the provisions of the invitation to bid, provided that the amount does not exceed the amount of funds available to finance the contract. In the event that a responsive bid from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate the amount of the bid with the apparent low bidder to obtain a contract price within available funds.

The City reserves the right to accept or reject any or all bids in whole or in part and to waive informalities. Bidders will submit bids, in accordance with the IFB requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the bid of the selected Bidder(s) will be incorporated and made a part of any City contractual obligation when the award(s) is made.

The lowest total bid amount will be based on the total for all (5) years of each bid amount. Please see **Attachment A - Bid Form** to submit bid pricing. Bids will be compared on the basis of a total computed price; arrived at by taking the sum of the quantities of each Bid Item, multiplied by the corresponding unit price bid, and any lump sum Bids on the individual items. The lowest total cost will be determined by totaling fee cost.

J. DISPOSITION OF BIDS:

All materials submitted in response to this IFB will become the property of the City. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section II, K. "Disclosure."

K. DISCLOSURE:

In compliance with the Code of the City, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under

the Virginia Freedom of Information Act; however, the contractors must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

L. COST INCURRED IN RESPONDING:

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

M. ANTI-COLLUSION:

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment B.

N. ETHICS IN PUBLIC CONTRACTING:

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its bid and performance of any contract awarded. See Attachment C.

O. NONDISCRIMINATION:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment D.

P. DEBARMENT CERTIFICATION:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IFB must be executed and returned with bid documents. See Attachment E.

Q. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:

The bidder shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment F.

R. COMPLIANCE WITH STATE LAW-AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:

Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized

to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The City may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information, refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov. See Attachment G

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SECTION III TERMS & CONDITIONS

A. APPROPRIATION OF FUNDS:

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under this agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this agreement is in effect. In the event sufficient funds are not appropriated, budgeted or appropriated to meet the obligations under this agreement, either party may terminate this agreement by thirty (30) days written notice.

B. FAILURE TO PERFORM:

In case of failure to furnish services in accordance with the resulting agreement terms and conditions, the City will procure the required services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the City may have.

C. PRIME CONTRACTOR RESPONSIBILITY:

Bidders may propose services that are provided by others, but any services proposed must meet all of the requirements of this IFB.

If the Bidders' bid includes services provided by others, the successful Bidder(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IFB.

D. SUBCONTRACTORS:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

E. GOVERNING LAW AND VENUE:

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

F. INSURANCE REQUIREMENTS:

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$2,000,000 each occurrence, \$5,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

CONTRACTOR will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs E of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraphs E above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City.

G. HOLD HARMLESS AGREEMENT:

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of

the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

H. CONTRACTUAL DISPUTES:

If the Contractor has a claim against the City, whether for money or other relief, the Contractor shall give written notice of intent to file a claim within 48 hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the Contractor shall submit an invoice for final payment within ten working days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the Contractor suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the Contractor shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the City.

I. TERMINATION:

The City may terminate any Contract resulting from this IFB upon thirty (30) days written notice to the successful Contractor(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this IFB. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City.

J. COOPERATIVE PURCHASING:

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the Contractor.”

K. DRUG FREE WORKPLACE:

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the contract, any Bidder personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

L. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES):

The Contractor shall furnish all of the items or services described in the resulting Contract if so requested by the City. The Contractor understands and agrees that this is a requirements contract and the City will have no obligation to the Contractor if no or fewer goods or services are required or requested by the City. Any quantities, which are included in the resulting Contract, are the present expectations of those who are planning for the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy that amount or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the City may require goods and/or services in excess of the estimated in the resulting contract amount and that such excess shall not give rise to any claim for compensation other than compensation at the unit prices set forth in the resulting contract.

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SECTION IV: ATTACHMENTS

ATTACHMENT A - BID FORM

The pricing form is included as a separate Microsoft Excel document. All bidders shall submit pricing in a completed and printed Excel document and with an electronic version on a CD. Deviations to the bid form will not be waived as minor irregularities. Bidders shall use the formulas provided in the Excel document and only submit unit prices for each year of each bid lot for Attachment A – Bid Form.

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ATTACHMENT B: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____(name of Offerors), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned Offerors hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

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ATTACHMENT C: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.

2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.
(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.
(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80. Sec. 33.1-94—
33.1-100. - Reserved.

Initial: _____

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ATTACHMENT D: NONDISCRIMINATION

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

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ATTACHMENT E: DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

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ATTACHMENT F: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name)_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

- a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

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ATTACHMENT G: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

_____ The identification number issued to offeror by the State Corporation Commission:

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____

PURCHASE ORDER TERMS AND CONDITIONS

1. **DELIVERY AND ACCEPTANCE:** Time of delivery is of the essence of this contract. City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
2. **LATE DELIVERIES OR NON-COMPLIANT GOODS:** Should shipment of any part of this order be delayed beyond the time specified in the proposal, bid, or quotation for the same, or beyond the time specified herein, or if no time is specified, then beyond a reasonable time, or if any article should fail to comply with specifications, the City is to have the right to purchase such articles at the market price for immediate delivery and any excess in the cost of same over the price shown herein is to be paid by the contractor under this order, or deducted from any monies now due or hereafter accruing to him from the city.
3. **DELIVERY AND RISK OF LOSS:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by the City. Risk of loss remains with the Seller until acceptance.
4. **DEFECTS:** By accepting this order, Seller acknowledges that the goods covered by this order are satisfactory for the purposes set forth by the City in the bid invitation.
5. **PRICES:** Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only.
6. **PATENT INFRINGEMENT:** Seller agrees to indemnify City and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
7. **PRODUCT WARRANTY:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation, and to the sample (s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
8. **PACKING:** All goods, wrappers and containers must bear marking and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation to F.O.B. point.
9. **DATA:** Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of City, except in the performance of this or other orders for City. Upon City's request such data, designs, or other information and any copies thereof shall be returned to City. Where City's data, designs or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of the provision in its orders.

10. LABOR DISPUTES: Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to City.
11. MODIFICATION OF ORDER: This contract can be modified or rescinded only by a writing signed by the City Manager.
12. GRATUITIES: The City may by written notice to the Seller, cancel this contract without liability on the part of the City to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Norfolk with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract.
13. SAFETY: Seller guarantees that the design of all equipment being purchased conforms with all regulations of the Federal Occupational Safety and Health Act at time of delivery. Seller agrees to furnish Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous products.
14. ADVERTISING: Seller agrees not to use the name of City or to quote the opinion of any City's employees in any advertising without obtaining the prior written consent of City.
15. ASSIGNMENT: Assignment is prohibited unless Vendor obtains prior written approval of the City.
16. DISCRIMINATION PROHIBITED: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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